RESTRICTIVE COVENANTS STONEHEDGE PLACE PATIO HOMES

No lot shall be used for any purpose other than single family residential purpose. No building shall be erected, placed or permitted to remain on any lot other than one building, a private garage for not more than two vehicles and separate detached buildings incidental to residential use. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.

2. All dwellings or other structures on the lots must be in compliance with the requirements of the City of Southaven.

3. No structure of a temporary nature such as trailers, basements, tents, sheds, garage, barn, motor home, or other outbuildings shall at any time be used, either temporarily or permanently, as a residence.

4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be or become a 'nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and townhomes are to be residential use only.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plats.

6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No home may be moved into the subdivision from another area except by the written permission of the developer, Billy Haygoodor his designated representative.

7. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 1300 square feet for one-story dwelling. For one and one-half, and two story dwelling, the minimum ground floor heated area must contain 750 square feet, total area under roof must be 1300 square feet.

8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or customary signs used by a builder to advertise the property during the construction and sale.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dog, cat, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under

10. Trash, garage and other waste or rubbish shall be kept in' sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the City and shall be kept in a clean, sanitary and orderly condition.

11. No junk vehicle, commercial vehicle, trailer, truck, camper, boat, or other machinery shall be kept on any site unless properly stored in a storage room or garage.

12. Construction of any dwelling shall be completed within eight (8) months from commencement of construction.

13. All fences shall be uniform and shall conform to the design and material standards established by the developer. No wire fences of any nature shall be installed within this subdivision

14. No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan, showing the location of such building, have been approved in writing as to conformity and harmony with existing structures in the subdivision and as to the location of the building with respect to topography and finished ground elevation by Bryan & Bryan, or by duly appointed representative of said corporation. Approved plans will be so noted on their . face. One set will be returned to the applicant and one set will be retained. In the event that said corporation or his representatives fail to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commened prior to the completion thereof, such approval will not be required, and this covenant shall be deemed fully complies with.

15. These covenants, limitations, and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until June 30, 2010, at which time said covenants, limitations, and restrictions shall automatically extend for such successive ten-year periods unless by vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or in part.

16. These covenants, restrictions, and limitations, or any of them, may be amended only by the Developer, Joe Bryan or by the owners, as the case may be of at least 75% of the lots in the subdivision, including any additions thereto.

17. Every lot owner shall have a right and easement of enjoyment to the common property.

18. In addition to these restrictive covenants, Stonegate Patio Homes shall also be subject to the Declaration of Covenants, conditions, and Restrictions which are recorded in Power of Attorney contract Book , Page , of the Chancery Clerk's Office of DeSoto County, Hississippi.

19. Otility building shall be allowed but must conform to the main structure as to type of material style and color. The maximum size and location of the utility building may be limited by the developer, Joe Bryan or his designated representiive.

LEGAL DESCRIPTION

Beginning at the accepted southwest corner of Section 29, Township 1 South, Range 7 West, said point being the present centerline intersection of Swinnea Road and Goodman Road; thence North 00 degrees 03 minutes 15 seconds East 985.72 feet along the centerline of Swinnea Road to a point; thence South 89 degrees 34 minutes 19 seconds East 53.00 feet to an iron stake (found) in the easterly line of Swinnea Road, said stake being also the True Point of Beginning for the herein described tract; thence North 00 degrees 28 minutes 34 seconds West 204.66 feet with the easterly line of Swinnea Road to a point of curve having an external radius of 25.00 feet; thence along said curve in a southeastly direction 38.96 feet to a point; thence South 89 degrees 34 minutes 18 seconds East 182.77 feet to a point of curve to the left with an external radius of 538.73 feet; thence along said curve 151.89 feet to a point; thence North 74 degrees 16 minutes 29 seconds East 103.13 feet to a point of curve having an internal radius of 569.88; thence along said curve to the right 166.15 feet to a point; thence South 89 degrees 01 minutes 15 seconds Bast 738.00 feet to a point; thence South 00 degrees 58 minutes 45 seconds West 550.00 feet to a point; thence North 89 degrees 01 minutes 15 seconds West 1043.28 feet to an iron stake in the easterly line of the Mississippi Power and Light Company tract; thence North 01 degrees 59 minutes 51 seconds Bast 294.71 feet along the easterly line of said tract to an iron stake (found); thence North 89 degrees 34 minutes 19 seconds West 315.06 feet along the northerly line of said tract to the point of beginning containing 14.2802, more or less, acres of land.

DATE: APRIL 12, 1989

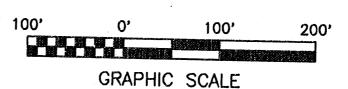
State of Mississippi

County of Duzoto

Personally appeared before me, the undersigned both oriny in and for said county and state, on this 18th day of April 1994, within my jurisdiction, the within recented, Billy Haveood who acknowledged that he holds a rulid Power of Astorney on record and filed in the office of the Chancery Clerk'of DeSoto County at Hernando Mississippi, on behalf of L.D. Hancock Foundation Don U. Sicher Monis Jarvis, Dr. S.B. Plan. Jr., Sammie Plan III. Ben Yordx and Charlie Destand that he executed the above and foregoing instrument on behalf of L.D. Hassock Foundaires Don L. Richer Mores Jarvis, Dr. S. H. Plans Jr., Sommie Plan III. Ben Yunia and Clause III the being duly archivized to to do.

liff Commission Engines:

THE CITY IN NO WAY WARRANTS OR GUARANTEES



OWNER'S CERTIFICATE BILLY HAYGOOD SIGNATURE OF OWNER OR REPRESENTATIVE THIS DAY PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE,

WHO ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND SEAL THIS THE MY COMMISSION EXPIRES: 5/4/17

NOTARY PUBLIC

Chancer Clerk

CERTIFICATE OF ENGINEER THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION, SHOWN HEREON PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM GROUND

, LS. 1909 MORTGAGEE'S CERTIFICATE HEREBY ADOPT THIS AS OUR PLAN OF SUBDIMISION AND DEDICATE. THE RICHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIMISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE JOHN DAY OF COMMARCIAI LOUDEFINAT SIGNATURE OF MORIGAGEE

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS TOTAL DAY OF THE SAID OF WITHIN MY JURISDICTION, THE WITHIN NAMED ACKNOWLEDGED THAT HE/SHE IS COMMENTED A CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO ACT. CORPORATION, AND THAT

TARY LINEASSICH EXPIRES MARCH 9, 1697

PE. 5930

SECOND REVISION SECTION "A" LOTS 133 - 203

STONEHEDGE PLACE PATIO HOMES SOUTHAVEN, MISSISSIPPI SECTION 28, TOWNSHIP 1 S, RANGE 7 WEST 14.28 ACRES, 69 LOTS, ZONED PUD

> OWNER: BILLY HAYGOOD, ETAL.

(601) 349 -FAX (601) 349 -

FEBRUARY 24, 1994

SHEET 1 OF 2

FILES: STONER3 FILENAME.200 DOC*.*

COMPLIANCE WITH PRIVATE COVENTS AND RESTRICTIONS RECORDED AS PART OF THIS PLAT.

